

AMENDMENT TO
INTERCONNECTION AGREEMENT UNDER
SECTIONS 251 & 252 OF THE TELECOMMUNICATIONS ACT
BY AND BETWEEN
WISCONSIN BELL, INC. D/B/A SBC WISCONSIN
AND
POWERCOM CORPORATION

This Amendment is intended to amend that certain Interconnection Agreement (“Interconnection Agreement”) between Wisconsin Bell, Inc. d/b/a SBC Wisconsin (“SBC-13STATE”) and Powercom Corporation (“CLEC”) dated December 4, 2002. In the event of any conflict between the terms and conditions of the Interconnection Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall supersede and prevail.

I. General Terms and Conditions Section 46.7.1.2.1 shall be revised to state:

“The Parties agree that CLEC will not have to establish 911 trunking or interconnection to Ameritech’s 911 Selective Routers, and therefore SBC-13STATE shall not provide 911 services for those information service applications in which CLEC does not offer its end users the ability to place outgoing voice calls provided that:”

II. The following subsection shall be added to the General Terms and Conditions:

46.7.1.2.4 “CLEC agrees to indemnify and hold SBC-13STATE harmless from the consequences of CLEC’s decision to not interconnect with SBC-13STATE’s 911 Selective Routers. The provisions of General Terms and Conditions Section 14 shall apply to such indemnification.”

III. This Amendment does not purport to waive either Party’s obligations under Applicable Law. Each Party shall be solely responsible for complying with Applicable Law.

IV. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

V. This Amendment shall be filed with and is subject to approval by the Public Utility Commission and shall become effective ten (10) days following approval by such Commission.

VI. In entering into this Amendment, the Parties acknowledge and agree that neither Party is waiving any of its rights, remedies or arguments with respect to any orders, decisions or proceedings and any remands thereof, including but not limited to its rights under the United States Supreme Court’s opinion in Verizon v. FCC, et al, 535 U.S. 467 (2002); the D.C. Circuit’s decision in United States Telecom Association, et. al v. FCC, 290 F.3d 415 (D.C. Cir. 2002) (“USTA decision”); the FCC’s Triennial Review Order, adopted on February 20, 2003, on remand from the USTA decision and pursuant to the FCC’s Notice of Proposed Rulemaking, Review of Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, CC Docket No. 01-338 (FCC 01-361) (rel. Dec. 20, 2001); the FCC’s Order

In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996, 15 FCC Rcd 1760 (FCC 99-370) (rel. Nov. 24, 1999), including its Supplemental Order Clarification (FCC 00-183) (rel. June 2, 2000), in CC Docket 96-98; or the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001) ("ISP Compensation Order"), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002). Rather, in entering into this Amendment, each Party fully reserves all of its rights, remedies and arguments with respect to any decisions, orders or proceedings, including but not limited to its right to dispute whether any UNEs and/or UNE combinations identified in the Agreement and this Amendment must be provided under Sections 251(c)(3) and 251(d) of the Act, and under this Agreement. Notwithstanding anything to the contrary in this Agreement and in addition to fully reserving its other rights, SBC ILEC reserves its right to exercise its option at any time in the future to adopt on a date specified by SBC ILEC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions. In the event that a state or federal regulatory or legislative body or a court of competent jurisdiction, in any proceeding, finds, rules and/or otherwise orders that any of the UNEs and/or UNE combinations provided for under this Agreement and this Amendment do not meet the necessary and impair standards set forth in Section 251(d)(2) of the Act, the affected provision will be immediately invalidated, modified or stayed as required to effectuate the subject order upon written request of either Party ("Written Notice"). In such event, the Parties shall have sixty (60) days from the Written Notice to attempt to negotiate and arrive at an agreement on the appropriate conforming modifications required to the Agreement. If the Parties are unable to agree upon the conforming modifications required within sixty (60) days from the Written Notice, any disputes between the Parties concerning the interpretations of the actions required or the provisions affected by such order shall be handled under the Dispute Resolution Procedures set forth in this Agreement.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2003, by Wisconsin Bell, Inc. d/b/a SBC Wisconsin, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

Powercom Corporation

Signature: _____

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

AECN/OCN# _____
(Facility Based – if applicable)

**Wisconsin Bell, Inc. d/b/a SBC
Wisconsin by SBC
Telecommunications, Inc., Its
authorized agent**

Signature: _____

Name: _____
(Print or Type)

Title: *For/* President - Industry Markets

Date: _____